

# INDEX

OF

## PRINCIPAL MATTERS.

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### ABSENTEE.

- 1 When a person, who owns property in the state, does not appear, at the place of his residence for five years, and has not been heard of, his presumptive heirs may cause themselves to be put in possession of his estate, and enjoy a portion of the revenue. *Westover & al. vs. Aimé & wife.* . . . . . 445
- 2 Their right yields to that of the testamentary heir, and those of both, to that of the husband or wife. *Same case.* . . . . . *id.*
- 3 The law gives a mortgage on the estate of those who intermeddle with the administration of absent persons' property. *Ward vs. Brandt & al. syndics.* . . . . . 331
- 4 Not on the estates of those who administer under authority from the proprietor. *Same case.* . . . . . *id.*
- 5 Whether the absent persons here alluded to, are not those who are declared absent? *Same case.* . . . . . *id.*

### ADJUDICATION.

- 1 Altho' a Spanish judgment state that an adjudica-

- tion formerly made, exists no longer, its terms not having been complied with, if the court proceed to order a compliance, and issue execution for the purpose, the party, after a compliance, will have the benefit of the adjudication. *Aubry & wife vs. Folse & wife.* . . . . . 306
- 2 Immoveable property, at a sheriff's sale, does not pass by the adjudication : his deed is essential. *Dufour vs. Camfranc.* . . . . 675
- 3 Parol evidence cannot establish the sale. *Same case. id.*

## ALIENATION.

- 1 A forced alienation results from a sale made at the time, and in the manner prescribed by law, by virtue of a *fi. fa.* issued on a judgment. *Dufour vs. Camfranc.* . . . . 607
- 2 In a sale, in which any of these requisites is wanting, the purchaser does not acquire the right and title of the debtor. *Same case. id.*
- 3 If the proceeds of such a sale are applied to the debts of the owner, he cannot have the property sold, without paying the amount. *Same case. id.*
- 4 When an alienation of property is not expressed in the instrument, it must clearly result from it. *Same case. id.*

## APPEAL.

- 1 If, nearly a year after the trial of a cause, the judge certify that the record contains all the facts on which the trial was had, as well as he can now say, the certificate will not

- enable the supreme court to examine the fact. *Girod vs Perroneau's heirs.* . . . 1
- 2 If testimony be admitted without being sworn to, and be contradictory, the supreme court will remand the cause. *Barry vs. Louisiana Insurance Company.* . . . . 202
- 3 Same point. *Mager vs. Louisiana Insurance Co.* 205
- 4 When fraud is put at issue, and the supreme court think that the weight of the evidence is against the verdict, they will remand the cause. *Bradford vs. Wilson.* . . . 188
- 5 It has the power to decide differently from the jury, but it exercises it, in cases of that description, with great caution. *Same case.* *id.*
- 6 If it does not appear on the record, that the matter exceeds \$300, the appeal will be dismissed. *Dame vs. Gass.* . . . 205
- 7 The supreme court may relieve, on the refusal of a new trial. *Sanchez & wife vs. Gonzales.* . . . . 207
- 8 But a very clear case must be made, to induce it to do so. *Same case.* . . . *id.*
- 9 The time of certifying a record, where the case is tried on written documents alone, is not limited by law. *Girod vs. Perroneau's heirs.* 224
- 10 No appeal can be allowed, after two years have expired from the rendition of the final judgment. *Day vs. Eastburn & al.* . . . 232
- 11 Whether the right of appeal, by persons not parties to the judgment, be confined to those who had an interest in the matter in dispute, at the time of the judgment? *Same case.* *id.*

- 12 No appeal lies from an order, setting aside a judgment by default, and continuing the cause. *Fortin vs. Randolph.* . . . . . 268
- 13 If the testimony of a witness, contain palpable and direct contradiction, the supreme court will reject it altogether. *Ferrer vs. Bofil.* . . . . . 234
- 14 When the opinion of the supreme court does not coincide with that of the jury, on a question of fact, the cause will be remanded, if the appellant prayed for a new trial in the district court. *Richards & al. vs. Louisiana Insurance Company.* . . . . . 281
- 15 The appeal will be dismissed, if the record be not brought up on the return day. *Carpentier vs. Harrod & al.* . . . . . 433
- 16 The refusal to receive a supplemental petition is not a ground of appeal. *Penrice vs. Crothwaite & al.* . . . . . 537
- 17 A suitor who appeals from a part of a judgment cannot urge any other. *Same case.* . . . . . *id.*
- 18 In remanding a case, when it does not clearly appear, which of several claimants has a right to the money recovered, the supreme court will direct it to be paid into the district court. *Harrod & al. vs. Paxton.* . . . . . 549
- 19 If the judge cannot certify the record in positive terms, the appeal will be dismissed. *Giroud vs. Perroneau's heirs.* . . . . . 552
- 20 Nothing can be assigned, as error apparent on the record, but matter of law, which without the adversary's consent, could not be cured by other proceedings in the cause. *Daunoy vs. Clyma & al.* . . . . . 557

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- 21 By the former laws of this country, one year only was allowed, after the record brought up, to prosecute the appeal to judgment. *Mayor, &c. vs. Gravier.* . . . . . 620
- 22 When the appeal did not suspend the execution, citation was necessary to shew cause why the judgment should not be confirmed. *Same case.* . . . . . *id.*
- 23 After the expiration of the year, if the appellant did not shew good cause, the judgment passed *in rem judicatam.* *Same case.* . . . . . *id.*
- 24 The supreme court cannot take as evidence, what the judge *a quo* states in his judgment. *Lombart vs. Guilliot & wife.* . . . . . 453
- 25 Mere delay, in the decision of a cause, cannot be considered as an irreparable grievance, which authorises an appeal. *Fortin vs. Randolph.* . . . . . 262
- 26 The cases hitherto decided, as working such a grievance, are those in which a new trial, or continuance is denied, depriving the plaintiff of the benefit of a judgment, setting aside some process obtained in the preliminary stages of a cause to secure the plaintiff's right, or discharging the defendant out of custody. *Same case.* . . . . . *id.*
- 27 The supreme court, interferes with reluctance, when the issue is one of fact, and the case has been tried by a jury. *Reano vs. Mager.* . . . . . 636

See INJUNCTION.

## ATTACHMENT.

- 1 A judgment, in a suit by attachment, is evidence of the debt, in another suit, brought in the same state. *Gray vs. Trafton.* . . . 246
- 2 An attachment does not lie to compel the delivery of a specific thing. *Hanna's syndics vs. Loring.* . . . 276

## ATTORNEY.

- An attorney who undertakes to collect a debt out of the state, and makes his agent known, is not liable for an accident that happens in consequence of the agent's death. *Baldwin vs. Preston.* . . . 32

See EXECUTOR.

## BAIL.

- 1 An order of bail will not be granted on an affidavit that the sum claimed is due, as the affiant believes. *Penrice vs. Crothwaite & al.* . . . 537
- 2 When the creditor makes the oath it should be positive. *Same case.* . . . *id.*
- 3 The affidavit to hold to bail may be annexed to a supplemental, as well as original petition. *Vidal vs. Thompson.* . . . 23

## BAILMENT.

- 1 Conventional sequestrators, acting without compensation are subject to the same obligations as depositories. *Lafarge vs. Morgan & al.* 462
- 2 When it appears that they were acting for both parties, their duty is to hold the property, till both parties agreed, or a court should order that it be given up. *Same case.* . . . *id.*

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- 3 A person keeping property, without reward, is responsible for gross neglect or fraud, only.  
*Same case.* . . . . . 462
- 4 So where A received notes of B, in favour of C, to be delivered to the payee, when certain incumbrances were raised, held that on B forbidding to deliver them, the latter was not responsible for damages. *Same case.* . . . . . *id.*
- 5 The master of a vessel is liable for *levissima culpa.* *Hennen vs. Munroe.* . . . . . 579
- 6 In contracts, which are beneficial to both parties, the bailee is to take that care, which every prudent man takes of his own goods. *Nichols vs. Roland.* . . . . . 190
- 7 In an action on such a bailment, the facts, which excuse the failure to return, must be proved by the bailee. *Same case.* . . . . . *id.*

## BARRATRY.

- 1 The presence of the owner is not conclusive evidence of his assent to any act, which is alleged to constitute barratry. *Millaudon vs. New-Orleans Insurance Company.* . . . . . 602
- 2 When proof is given of an act which constitutes barratry, the *onus* of establishing any fact excusing it, is thrown on the insurer.—  
*Same case.* . . . . . *id.*
- 3 Barratry cannot be committed by a master, who has the equitable title of the vessel. *Barry vs. Louisiana Insurance Company.* . . . . . 630
- 4 It is any kind of cheat or fraud committed by the

master or mariners, to the prejudice of the owner. *Millaudon vs. New-Orleans Insurance Company.* . . . . 602

## CONGRESS.

See TERRITORY.

## CONTRACT.

- 1 Wherever a contract be made, the performance must be according to the laws where it is to take place. *Vidal vs. Thompson.* . . . . 23
  - 2 A contract for the sale of a slave, must be reduced to writing. *Nichols vs. Roland.* . . . . 190
  - 3 But, if a slave be delivered on trial, parol evidence may be received to shew under what circumstances. *Same case.* . . . . *id.*
  - 4 Threat of legal process is not such a violence as will avoid a contract. *Bradford's heirs vs. Brown.* . . . . 217
  - 5 A party who has carried his pollicitation into effect, and delivered the thing, cannot object that his offer was not accepted. *Same case.* . . . . *id.*
  - 6 A building contract must be registered, according to the provision of the act of 1817. *Jenkins vs. Nelson's syndics.* . . . . 437
  - 7 One is not bound by a notarial contract, which he did not subscribe. *Lombard vs. Guilliot & wife.* . . . . 453
  - 8 Marriage contracts, not recorded under the act of 1813, do not affect third persons. *Lafarge vs. Morgan & al.* . . . . 462
  - 9 Same point. *De Armas & wife vs. Hampton.* . . . . 552
- See ALIENATION—PRACTICE, 9—SERVANT, 2.



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- 10 Contracts, made in a foreign country, are governed by the laws of that country, in expounding them. *Morris vs. Eves.* . . . 730
- 11 But the remedies by which they are enforced, must pursue the forms, and be controled by the regulations of the country in which suit is brought. *Same case.* . . . *id.*
- 12 Hence, a discharge in a sister state, which liberates the person of the debtor, but leaves the contract in force, does not protect him from imprisonment here. *Same case.* . . . *id.*
- 13 The maxim, *actor sequitur forum rei*, is a part of the public law, or law of nations. *Same case.* . . . *id.*

## CORPORATION.

- 1 Any inhabitant has the right to forbid the erection of houses, or other edifices, on public places. *Mayor, &c. vs. Gravier.* . . . 620
- 2 And in a suit already commenced by the corporation, he may intervene, and use his private right to strengthen that of the public. *Same case.* . . . *id.*

## COSTS.

Costs are accessory to a judgment, and the jury cannot allow them to a defendant, against whom a recovery is had. *Walsh vs. Collins.* . . . 558

## CUMULATION.

See PRACTICE, 3.

## DEED.

- 1 A parish judge has no authority to receive the acknowledgement of one. *Marie Louise vs. Cauchoir.* . . . . . 243
  - 2 A private act does not become authentic, by being recorded. *Same case.* . . . . . *id.*
- See FRAUD—HUSBAND & WIFE, 3—PARTITION.

## DELIVERY.

- 1 To avail himself of a feigned delivery against a previous real one, the party must strictly bring himself within the law, which sanctions the claim. *Copelly vs. Duverges.* . . . . 641
- 2 The mere execution of a notarial act of sale does not dispense with the delivery. *Same case.* . . . . *id.*

## DISTRIBUTION.

- Property, within the state, must be distributed, according to her laws, unless the court be bound to give effect to any other. *Bryan & wife vs. Moore's heirs.* . . . . 26

## EVIDENCE.

- 1 If a party mistake his right, but offer evidence, which clearly establishes it, and the opposite party do not oppose its introduction, the error is cured. *Bryan & wife vs. Moore's heirs.* . . . . *id.*
- 2 Experts cannot be appointed to value property, nor is their report legal evidence. *Millaudon vs. New-Orleans Water Company.* . . . . 278
- 3 Parol evidence of the plaintiff's possession cannot be rejected on the ground that a survey annexed to the record does not appear to be made with the defendant's privity. *Daigre vs. Richard.* . . . . 449

- 4 The certificate of the recorder of mortgages is  
*prima facie* evidence of the truth of what  
it contains. *Lafarge vs. Morgan & al.* . . . 462
- 5 It may be contradicted; but it is not sufficient  
to shew that the recorder acted on irregular  
evidence. *Same case.* . . . . . *id.*
- 6 Proof that the defendant had a horse of the plain-  
tiffs' for sale, does not support a charge that  
he purchased it, and is debtor of the price.  
*Johnson vs. Crocker.* . . . . . 617
- 7 The prohibition of receiving parol evidence  
against or beyond the contract of an act, ex-  
tends only to parties. Third persons are  
not affected thereby. *Barry vs. Louisiana*  
*Insurance Company.* . . . . . 630
- 8 When a party, in the transaction, on which the  
action is founded, has acted with the other,  
as possessing a certain capacity, and ac-  
knowleged that in which he sues, this is  
*prima facie* evidence of such a capacity.  
*Prevosty vs. Nichols.* . . . . . 21
- 9 And this circumstance throws the burden of the  
proof on the party objecting. *Same case.* . . . . . *id.*
- 10 Parol evidence may be received of the death of  
a person where it does not appear any re-  
cord was made of it. *Dufour vs. Delacroix.* 718
- 11 When testimony is contradictory, it is the duty  
of the court to reconcile it, if possible.—  
*Dufour vs. Delacroix.* - - - - - 719
- 12 If the judge *a quo* tell the defendant he has no  
need of introducing his evidence, as the  
plaintiff's case is not proven, the supreme

court will remand the case. *Robertson vs. Lucas.* - - - - - 187

See ADJUDICATION, 3—APPEAL, 2, 3, 13 & 24—ATTACHMENT,  
1—BAIL, 1 & 2—BAILMENT, 7—BARRATRY, 1 & 2—  
CONTRACT, 2 & 3—PRACTICE, 13—PROMISSORY NOTE,  
2—SALE, 5.

### EXECUTION.

See ALIENATION.

### EXECUTOR.

- 1 An executor cannot be allowed the fee paid counsel to defend him, in a suit brought by the heir, after the expiration of the year, to obtain a surrender of the property. *Ferrer vs. Bofil.* . . . . . 234
- 2 Nor for the fee paid in an action brought by the heir, alleging fraud and afterwards discontinued. *Same case.* . . . . . *id.*
- 3 Nor in a suit brought by the executor on an uncertain event, where it is not proven that he exercised a sound discretion. *Same case.* . . . . . *id.*
- 4 If one of the partners be executor, the firm cannot purchase part of the estate. *Harrod & al. vs. Norris' heirs.* . . . . . 297
- 5 Whether the word executor, in an endorsement, is to be considered as one of description merely, or as indicating that the party acted in right of the testator. *Harrod & al. vs. Paxton.* . . . . . 549

See PARTNER.

FACTOR.

- 1 The liability of a factor who sells on credit, depends much on the prevailing custom.  
*Reano vs. Magre.* . . . . . 636
- 2 And of this the jury is the best judge. *Same point.* . . . . . *id.*

FRAUD.

- An act cannot be attacked as fraudulent, after the the vendor has paid all his debts. *Copelly vs. Duverges.* . . . . . 641
- See APPEAL, 4—BAILMENT, 3.*

HEIR.

- 1 An heir, who has accepted, with the benefit of an inventory, is entitled to the possession and administration of the estate. *Dufour vs. Camfranc.* . . . . . 675
  - 2 If there be other heirs, their rights will be noticed, when they appear. *Same case.* . . . . . *id.*
- See PARTITION.*

HUSBAND AND WIFE.

- 1 A wife is not bound by a note, in which the name of her husband is written above hers, when her signature is denied and not proven.  
*Lombard vs. Guilliot & wife.* . . . . . 453
- 2 Nor by a note executed jointly with him. *Same case.* . . . . . *id.*
- 3 It is not necessary that her renunciation, at a sale of her property, should be upon oath.  
*Same case.* . . . . . *id.*
- 4 Property acquired by her, for a valuable consi-

- deration, may be sold by him or her. *De Armas & wife vs. Hampton*. . . . . 552
- 5 He may proceed without her to the partition of the moveable property of a succession accrued to her. *Westover & al. vs. Aimé & wife*. . . . . 443

## INJUNCTION.

- 1 When the law declares that the judgment of a justice shall be executed, notwithstanding the appeal, the execution of it cannot be enjoined. *State vs. Judge Pitot*. . . . . 535
- 2 He who resorts to an extraordinary remedy, as an injunction, &c. must, in case of failure, compensate his adversary in damages. *Jackson vs. Larche*. . . . . 284
- 3 He may be decreed to do so, beyond the penalty of the bond. *Same case*. . . . . *id.*

## INSOLVENT.

- 1 A forced surrender cannot be ordered, unless the party alleged to be insolvent, be made a defendant. *Weimprender's syndics vs. Weimprender & al.* . . . . . 17
- 2 The act of 1817, does not deprive insolvents, who have not a year's residence, of any right which they had before. *Shreve vs. his creditors*. . . . . 30
- 3 An insolvent ought not to cede the goods of another, in his possession. *Ritchie & al. syndics vs. White & al.* . . . . . 239
- 4 The vendor has a privilege on proceeds of the goods in the vendee's possession, at the

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time of the failure, and sold by the syndics. *Millaudon vs. New-Orleans Water Company.*

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If the firm be insolvent, and two of the partners owe it, their debt passes to its other creditors. *Ward vs. Brandt & al. syndics.*

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The other partners who are solvent, cannot be paid until all the debts of the firm are satisfied. *Same case.*

*id.*

A suit for a forced surrender is not a proceeding *in rem.* *Weimprender's syndics vs. Weimprender & al.*

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A syndic cannot sue his co-syndics for funds of the estate in the hands of the latter. *Preval vs. Moulon.*

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See LANDLORD, 4—PARTNER, 7 & 8.

## INSURANCE.

See BARRATRY.

## JURY.

Objections to the legality of the *venire* are too late after the verdict is recorded. *Vidal vs. Thompson.*

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See APPEAL, 4, 5 & 14—FACTOR, 2—PRACTICE, 4.

## LAND.

An individual put in possession by the Spanish government, under metes and bounds, of a part of the king's land, acquired such a title, which, strengthened by long possession, must prevail. *Sanchez & wife vs. Gonzales.*

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- 2 The certificate of land commissioners does not avail against individuals. *Same case.* . . . *id.*
- 3 The party from whom land is recovered, ought to be charged for the use and occupation from the day of legal demand. *Walsh vs. Collins.* . . . . . 558
- 4 A just title is that which is of a nature to transfer the property. So, that, if it be not transferred, it is owing to a want of right in the grantor. *Dufour vs. Camfranc.* . . . . 675
- 5 A possessor in good faith, does not owe fruits, till after a judicial demand. *Same case.* . . . . *id.*
- 6 A purchaser at a sheriff's sale, by a defective title, owes fruits from the judicial demand. *Same case.* . . . . *id.*

See EVIDENCE, 3—5.

#### LANDLORD.

- 1 He has a privilege on all the goods in the store, and he may follow them, if removed. *Ritchie & al. syndics vs. White & al.* . . . . 239
- 2 But he must urge his claim within a fortnight after the removal. *Same case.* . . . . *id.*
- 3 The exercise of this privilege, on the goods of a third person, is clearly a proceeding *in rem.* *Same case.* . . . . *id.*
- 4 The syndics of the lessee do not represent the landlord so as to avail themselves of this privilege. *Same case.* . . . . *id.*

#### LAWS

- Which deprive men of their property, without their consent, should be strictly pursued. *Dufour vs. Camfranc.* . . . . 607



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### LOUISIANA,

The state of, is on an equal footing with the original states, and not bound by any condition subsequent, annexed to her admission. *State vs. Orleans Navigation Company.* . . .

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### MINOR.

The child who has approved of the partition, since he came of age, cannot maintain an action on account of its illegality. *Westover & al. vs. Aimé & wife.* . . .

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### MORTGAGE.

See ABSENTEE, 3 & 4---EVIDENCE, 4 & 5---PARTNER, 9---  
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### ORLEANS NAVIGATION COMPANY.

1 Their charter is not unconstitutional. *State vs. Orleans Navigation Company.* . . .

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2 Nor affected by any act of congress. *Same case.* *id.*

### PARISH JUDGE.

A parish judge charged with the settlement of an estate, cannot receive a reward for professional services rendered therein. *Duverges vs. Vinot.* . . .

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See DEED, 1.

### PARTITION.

If heirs, in dividing the estate, execute a reciprocal deed of sale, it will be considered as one of partition. *Westover & al. vs. Aimé & wife.*

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See HUSBAND & WIFE, 5---MINOR.

## PARTNER.

- 1 The signature of one binds the firm, in affairs which are not privately his own. *Arnold vs. Bureau.* . . . . . 213
- 2 A partnership to do commission business, is not a particular partnership. *Ward vs. Brandt & al. syndics.* . . . . . 331
- 3 It is unnecessary that the firm should contain the names of all the partners. *Same case.* . . . . . *id.*
- 4 In an ordinary commercial partnership, the members are bound *in solido*. *Same case.* . . . . . *id.*
- 5 Hence, they cannot receive what may individually be due to them by the firm, until the common creditors be all paid. *Same case.* . . . . . *id.*
- 6 Private debts cannot be set off against a partnership debt. *Same case.* . . . . . *id.*
- 7 Debts not arising from a consignment may, in case of insolvency, be proven against a commission house. *Same case.* . . . . . *id.*
- 8 Persons, sending property to be sold on commission, have no privilege as to the proceeds, unless traced and identified in the insolvent's hands. *Same case.* . . . . . *id.*
- 9 A mortgage executed by two members of a firm, after the acting one had obtained a respite, is of no avail. *Same case.* . . . . . *id.*
- 10 A partnership to carry on business as ironmongers, is not a special or corporate partnership. *Norris' heirs vs. Ogden's executors.* . . . . . 455
11. In an ordinary partnership, dissolved by the death of one of its members, his heirs have a right to participate with the others in the liquidation. *Same case.* . . . . . *id.*

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- 12 If a suit be commenced by one of the firm, for a partnership debt, the others may intervene.  
*Same case.* . . . . . 455
- 13 *Aliter*, as to one having a joint interest with the defendant. *Same case.* . . . . . *id.*  
*See EXECUTOR, 4----INSOLVENT, 5 & 6.*

## POLLICITATION.

*See CONTRACT, 5.*

## PRACTICE.

- 1 Answers to interrogatories, must be taken together, they cannot be divided. *Bradford's heirs vs. Brown.* . . . . . 217
- 2 The defendant cannot plead in bar that the plaintiff brought a suit for the same cause of action, which he dismissed. *Jackson vs. Larche,* 234
- 3 Nor that other persons have sued him for the same trespass, and that the suits must be cumulated. *Same case.* . . . . . *id.*
- 4 The court may permit counsel to reduce to form the answer of a jury, on an issue submitted, and hand it to them for their consideration.  
*Same case.* . . . . . *id.*
- 5 Neither the petition nor the citation needs be in the French language. *Fleming vs. Conrad.* 301
- 6 But copies must be served in that and the English languages. *Same case.* . . . . . *id.*
- 7 If the return shew that copies of the petition and citation, were served on the defendant, it will be presumed they were so, as the law requires. *Same case.* . . . . . *id.*
- 8 A judgment by default may be made final, even

- when the object of the suit is the recovery of land. *Same case.* . . . . 301
- 9 One who binds himself jointly and severally is a principal; and cannot avail himself of the pleas which the law gives to a surety alone. *Etzberger vs. Menard.* . . . . 434
- 10 Pleadings should not be argumentative, nor loaded with extraneous matter. *Norris' heirs vs. Ogden's executors.* . . . . 455
- 11 If a claim be made in one capacity and proven in another, and no objection be made, judgment will be given on the merits. *Flogny vs. Adams.* . . . . 547
- 12 The validity of the sentence of a court of competent jurisdiction, cannot be inquired into collaterally. *Dufour vs. Camfranc.* . . . . 607
- 13 It is on a plea in bar, conclusive evidence, between the parties, or those claiming under them. *Same case.* . . . . *id.*
- 14 The defendant cannot amend, by withdrawing an answer which contains an admission, and pleading the general issue. *Vavasseur vs. Bayon.* . . . . 639
- 15 Inconsistent pleas cannot be received. *Same case.* *id.*
- 16 Appearing, pleading and contesting the suit on other ground, that the want of a citation cures the want of it. *Weimprender's syndics vs. Weimprender & al.* . . . . 17
- See CORPORATION, 2—COSTS—LANDLORD, 8.*

## PRIVILEGE.

*See ABSENTEE, 3 & 5—CONTRACT, 6, 8 & 9—INSOLVENT, 4—LANDLORD.*

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### PROMISSORY NOTE.

- 1 Notice of non-payment, must be given on the day which follows the protest. *Canonge vs. Cauchoix.* - - - - 452
- 2 A strict proof is required of the authority of a third person to receive notice in behalf of endorsee. *Montillet vs. Duncan.* . 534
- 3 A note, the payment of which is secured by a special mortgage, may be sued upon in the ordinary way. *Croghan vs. Conrad.* - 555  
See HUSBAND & WIFE, 1 & 2.

### SALE.

- 1 The assent of the vendee to an act of sale may be proven by matter *aliunde*. *Bradford's heirs vs. Brown,* - - - - 217
- 2 He cannot be disturbed on account of lesion, in the sale by which his vendor acquired the land. *Same case.* - - - - *id.*
- 3 The first sale is not therefore void. *Same case* *id.*
- 4 If the vendor wishes to avoid it, he must bring suit. *Same case,* - - - - *id.*
- 5 Proof cannot be received of the insanity of a vendor, whose interdiction was not provoked. *Daunoy vs. Olyma & al.* - - 557  
See ADJUDICATION—ALIENATION---SLAVE, 2.

### SERVANT.

- 1 A cook hired for eighteen months, may be dismissed at any time. *Bethmont vs. Davis,* 195
- 2 If the master was bound to pay his passage back to France, his heir may receive the price of the passage, though the cook died pending a suit brought therefor. *Same case,* - *id.*

SLAVE.

- 1 It is no defence, in a suit on the part of the *Black Code*, which forbids the sale of spirituous liquors to slaves, that the defendant did not know the negro to be a slave. *Delery vs. Mornet.* - - - - - 4
- 2 In a redhibitory action, commenced within six months from the discovery of the defect in the slave, the plaintiff must shew the time of discovery. *Chretien vs. Theard.* - 11

TERRITORY.

- 1 Congress have power to govern the territories of the United States. *State vs. Orleans Navigation Company.* - - - - - 309
- 2 And to establish territorial legislatures. *Same case.* id.

UNITED STATES.

A citizen of another state, praying for the removal of a suit into the court of the united states, must shew that the plaintiff is a citizen of the state in which the suit is brought. *Beebe vs. Armstrong.* . . . . . 446

WITNESS.

See APPEAL, 2, 3 & 13—EVIDENCE, 11.

